

KEY INFORMATION SUMMARY PAGE

Title of RFP: Sexually Transmitted Disease and Family Planning Clinical Services

RFP Issue Date: May 20, 2016

Description of services: Talbot County Health Department wishes to contract with a provider to successfully deliver sexually transmitted disease and family planning clinical services to the client population currently served by the department and to new clients eligible for services under this contract.

Minimum Requirements:

- A. The Offeror must be licensed to practice in the State of Maryland and must submit copies of licenses of all physicians, nurse practitioners, physician assistants, and/or nurse midwives that will be providing service under this contract.
- B. The Offeror must identify a Medical Director who will be responsible for the performances of duties associated with the proposal.
- C. The Contractor must maintain a clinic site in Easton, MD

Contract Term: This anticipated contract shall commence on July 1, 2016, and shall expire on June 30, 2017, unless otherwise renewed at the sole discretion of the Department for the following periods if the continuation is in the best interest of TCHD and the target population:

Option 1 - July 1, 2017 – June 30, 2018

Option 2 – July 1, 2018 – June 30, 2019

Option 3 – July 1, 2019 – June 30, 2020

Option 4 – July 1, 2020– June 30, 2021.

The Contractor's satisfactory performance does not guarantee renewal of this contract.

Electronic Funds Transfer: Electronic Funds Transfer (EFT) is available. If the Contractor prefers payment via electronic funds transfer rather than by check, register using form COT/GAD X-10, Vendor Electronic Funds (EFT) Registration Request Form (Appendix E).

Issuing Office: Talbot County Health Department

Issuing Office Point of Contact:

Thomas J. McCarty

Deputy Health Officer

100 South Hanson Street

Easton, MD 21601

410-819-5607

Thom.McCarty@maryland.gov

Procurement Officer:

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Contract Monitor:

Tracey Leeson
Program Supervisor
100 South Hanson Street
Easton, MD 21601
410-819-0499
Tracey.Leeson@maryland.gov

Deadline for receipt of proposals: 3 p.m., DAY, JUNE 20, 2016.

Proposals received at:

Talbot County Health Department
Attn: Katrina Hill
Management Associate
100 South Hanson Street
Easton, MD 21601

Pre-proposal Conference: No Pre-Proposal Conference is scheduled.

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TABLE OF CONTENTS

I. SPECIFIC REQUIREMENTS OF PROPOSED CONTRACT

- 1.0 Introduction
- 2.0 Background
- 3.0 Purpose
- 4.0 Services To Be Performed
- 5.0 Deliverables and Key Performance Indicators

II. ORGANIZATION OF PROPOSAL

- 1.0 General Format
 - 1.1 Submission
 - 1.2 Transmittal Letter
- 2.0 Technical Proposal
 - 2.1 Format
 - 2.2 Summary of items to be submitted with proposal

III. EVALUATION AND SELECTION PROCEDURE

- 1.0 Evaluation Committee
 - 1.1 Evaluation Criteria
 - 1.2 Evaluation Process
 - 1.3 Discussion/Revisions
 - 1.4 Best and Final Offers
 - 1.5 Debriefing of Unsuccessful Offerors
 - 1.6 Protests

IV. RFP INFORMATION AND INSTRUCTIONS

- 1.0 Proposal Information
 - 1.1 Pre-Proposal Conference
 - 1.2 Questions and Inquiries
 - 1.3 RFP Revisions
 - 1.4 Confidentiality of Proposals
 - 1.5 Duration of Offer
 - 1.6 Modifications or Withdrawals
 - 1.7 Late Actions
 - 1.8 Rights of the Procurement Officer
 - 1.9 Incurred Expenses
 - 1.10 Verification of Tax Payment/Registration
 - 1.11 Delivery/Handling of Proposals

TABLE OF CONTENTS - (Continued)

2.0 Contract Information

- 2.1 Duration of Contract
- 2.2 Payment Terms/Billing
- 2.3 Subcontracting
- 2.4 Contract Document
- 2.5 Affidavits
- 2.6 Insurance Requirements
- 2.7 Amendments
- 2.8 Substitution of Personnel
- 2.9 Federal Exclusion Requirements
- 2.10 Compliance with Federal HIPAA and State Confidentiality Law
- 2.11 Limited English Proficiency
- 2.12 Mandatory Contract Clauses

V. CONTRACT DOCUMENT

VI. APPENDICES

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LIST OF APPENDICES

APPENDIX A:	BUSINESS ASSOCIATE AGREEMENT
APPENDIX B:	STANDARD ADDENDUM FOR THE MEANS OF DELIVERING BIDS OR PROPOSALS
APPENDIX C:	BID/PROPOSAL AFFIDAVIT
APPENDIX D:	CONTRACT AFFIDAVIT
APPENDIX E:	VENDOR ELECTRONIC FUNDS TRANSFER REGISTRATION REQUEST FORM
APPENDIX F:	BID PRICING INSTRUCTIONS

LIST OF WEBSITES

WEBSITE I	www.cdc.gov <ul style="list-style-type: none">• CENTER FOR DISEASE CONTROL
WEBSITE II	phpa.dhmh.maryland.gov/mch/PAGES/FP_home.aspx <ul style="list-style-type: none">• ADMINISTRATIVE GUIDELINES• MARYLAND STATE FAMILY PLANNING CLINICAL GUIDELINES• CLIENT EVALUATION/TREATMENT RECORD• PHARMACEUTICAL INVENTORY CONTROL LOG• REFERRAL FORM• VOLUNTARY PARTICIPATION ACKNOWLEDGMENT FORM• CONTINUING EDUCATION
WEBSITE III	www.ahlerssoftware.com <ul style="list-style-type: none">• FAMILY PLANNING REPORT CARD

PART I

SPECIFIC REQUIREMENTS OF PROPOSED CONTRACT

1.0 INTRODUCTION

The Talbot County Health Department, a unit of the Department of Health and Mental Hygiene of the State of Maryland, hereinafter called the "Department" or "TCHD", is soliciting proposals from qualified offerors to provide clinical sexually transmitted disease (STD) services and family planning services to the client population currently served by the Department and to any new clients eligible for services under this contract.

The Offeror must be licensed to practice in the State of Maryland and must submit copies of licenses of all physicians, nurse practitioners, physician assistants, and/or nurse midwives that will be providing service under this contract. The Offeror must also identify a Medical Director who will be responsible for the performances of duties associated with the proposal and must maintain a clinic site in Easton, MD

2.0 BACKGROUND

Talbot County Health Department has previously provided STD and reproductive health services to Talbot County residents.

3.0 PURPOSE

The Department wishes to contract with a clinical provider to successfully deliver sexually transmitted disease clinical services and family planning services beginning in July of fiscal year 2017.

4.0 SERVICES TO BE PERFORMED

A. Sexually Transmitted Disease Services

- a). The Contractor must provide STD services in accordance with the 2010 Center for Disease Control (CDC) Guidelines and subsequent updates from CDC (Website I).

B. Family Planning Services

- a). The Contractor shall provide comprehensive family planning services for targeted women of reproductive age who are:
 - 1). At or below 250% of the poverty level; and
 - 2). At risk for unintended pregnancy.
- b). The Contractor must comply with the Maryland State Family Planning Administrative Guidelines including Program Guidelines for Project Grants for Family Planning Services (Website II).

- c). The Contractor must provide clinical family planning services in accordance with the 2012 Maryland State Family Planning Program Clinical Guidelines (Website II).
- d). The Contractor must comply with the conditions of award for recipients of the Department of Health and Mental Hygiene (DHMH) funding.

5.0 DELIVERABLES AND KEY PERFORMANCE INDICATORS

A. Sexually Transmitted Disease Clinical Services

- a). The Provider will provide STD clinical services under this program to those Talbot County residents who are uninsured or underinsured, and who give their permission for their medical visit form for this STD visit to be released to the Talbot County Health Department (TCHD), regardless of test results. Potential clients who are not residents of Talbot County will be instructed to contact their county of residence for the availability of services. Potential clients who are not eligible for the TCHD STD program or who opt not to participate can be seen by the Provider, but must be informed they will be responsible for paying the Provider for the STD services. These clients may qualify for the Provider's sliding fee scale. For clients that opt to participate in the TCHD STD program, the Provider is responsible for getting client signature on the *Consent for Participation in Talbot County Health Department STD Program* form prior to providing services.
- b). To ascertain Talbot County residency, the client must provide to the Contractor:
 - One form of ID, which contains a 911 address within Talbot County. Post Office box numbers will not be acceptable. The ID may be in the form of a picture ID, court documents, bills, etc; or
 - If the client is homeless, he/she will be instructed to bring a note from the shelter stating he/she is residing at the shelter. The note should be on the shelter's letterhead and include the physical address of the shelter and be signed by an authorized representative of the shelter; or
 - Clients who are residing with other relatives must bring a note from the homeowner stating that the client is living with them. The note must contain the homeowner's 911 address; or
 - Clients without documentation will sign the *Consent for Participation in Talbot County Health Department STD Program* form. This form includes the language – "I hereby state that I am a Talbot County resident."

- c). No verbal or written referral is needed from TCHD for a client to schedule an appointment or to have an STD visit with the Provider. Potential clients may contact the county first, and the county may assist the client in determining program eligibility and/or in scheduling the appointment, but this is not required.
- d). TCHD will reimburse the Provider for each STD visit, including for visits that are follow-up visits for an STD. If the client has made an appointment for a Family Planning (FP) visit and requests STD services during that FP visit, TCHD will not reimburse the Provider for this screening. With verbal/written approval from the department, the Provider may use the STD drugs provided under this contract for treatment during a FP visit. If the FP client requires a follow-up visit for the STD, TCHD will reimburse for that visit. If the client has made an STD appointment and, during that appointment, requests FP services, the Provider may provide the FP services, but TCHD is responsible only for payment for the STD services.
- e). The Provider shall record the evaluation and treatment on the record format provided by the Department.
- f). A copy of the client record must be submitted to the Department's Health Services Specialist, within 5 days of the receipt of test results.
- g). All positive laboratory results must be faxed to the Department no later than 1 working day after it is received.
- h). Record documentation must include, but is not limited to:
 - 1). Tests performed and specimens collected,
 - 2). STD education,
 - 3). HIV pre-test counseling, if done by provider,
 - 4). Date of previous HIV test, if known,
 - 5). Hepatitis A and/or Hepatitis B vaccine if given; and
 - 6). All demographic and treatment information.
- i). The Provider shall provide the necessary laboratory services to aid in the diagnosis and initiation of treatment on the initial visit.
- j). The Provider shall draw blood for a syphilis serology on every patient, except in case of patient refusal, or unless a documented report indicates a syphilis serology has been done within the last three (3) months.
- k). The Provider shall/may refer any client at high risk for Hepatitis B to the Department for possible screening and/or immunization.
- l). The Provider may refer clients requesting HIV Counseling and Testing to the Department for services.
- m). To assure case investigation on reportable STD's, the Provider will complete a form and submit it to the Department with the following

information for the Department's Health Services Specialist to monitor and follow up:

- 1). Contact follow-up and trailing,
 - 2). Positive lab slips,
 - 3). Medication verification,
 - 4). Data review/morbidity reporting; and
 - 5). Partner notification.
- n). The Provider shall assure properly marked and packaged specimens for the State Laboratory are delivered to the Department **by 3:30 p.m. daily** for courier pick-up.
- o). All specimens collected after the courier pick-up must be properly stored/refrigerated for delivery the following day.

A.1 Medications and Supplies

- a). The Contractor shall order medications and supplies for health department clients from the Department.
- b). Medications that will be provided by the Department at no cost to the Provider are:
- 1). Rocephin 250 mg
 - 2). Doxycycline 100 mg
 - 3). Azithromycin 1g
 - 4). Metronidazole 1g
 - 5). Bicillin 2.4mu
 - 6). Trichloroacetic Acid (TCA)
- c). The Contractor shall maintain the Pharmaceutical Inventory Control Log, (Website II) for each medication listed in A.1 (b) above, which includes the following information:
- 1). Date dispensed,
 - 2). Number of medication dispensed/administered,
 - 3). Name of ordering clinician,
 - 4). Name of dispensing clinician
 - 5). Patient's name,
 - 6). Patient's date of birth, and
 - 7). Amount remaining in inventory.
- d). The Pharmaceutical Inventory Control Log must be made available for review upon request and shall be reviewed and signed off by Department Staff at least once per quarter.
- e). The Contractor shall allow DHMH and TCHD/STD Staff access to client records and policy and procedure manuals upon request for scheduled site reviews, which will be held approximately every twelve (1) months.

A.3 Duties of the Department

- a). The Department shall handle/store all client evaluation and treatment forms received from the Provider in compliance with HIPAA and other laws and acceptable practice.
- b). If a potential client contacts the Department first in seeking services, the Department staff may make a patient's appointment with the Provider or provide the client with the Provider's contact information. The Provider will schedule appointments in their system. (See Website II.)

A.4 Compensation

The Provider shall be paid at the rate of \$45 per visit for STD Clinical Services for fiscal year 2017, for Talbot County clients referred by the Department. Subsequent visit rates will be determined annually prior to July 1st of each year. Neither the client nor another third party payer may be billed for these visits.

B. Family Planning Services

- a). The Contractor must comply with the Title X Program Guidelines for Project Grants for Family Planning Services.
- b). The Contractor must comply with the Maryland State Family Planning Administrative Guidelines to include:
 - 1). Structural Guidelines for:
 - Staffing and Credentialing
 - Fee Assessment and Collection
 - Staff Orientation, Education and Training
 - Client Appointment System
 - Records and Record Management
 - Fire, Safety and Emergencies
 - Clinic Facilities
 - Supplies and Purchasing
 - Clinic Operations
 - Services for Clients with Special Needs
 - Bloodborne Pathogen Exposure Control Plan
 - 2). Process Guidelines
 - Informed Consent
 - Deferral of Initial Examination
 - Abstinence
 - Emergency Contraception
 - IUD
 - Referral for Sterilization /Vasectomy/Tubal Ligation
 - Norplant Removal
 - Pregnancy Diagnosis and Counseling

- Sexually Transmitted Diseases (STD) and HIV/AIDS
- Referrals and Follow-up for Laboratory and Special Tests
- Education and Counseling including Preconception, Infertility, and Genetic Counseling
- Educational Materials
- Community Involvement and Outreach
- Adolescent Services
- Referral for Primary Care

3). Evaluation

- Needs Assessment
- Data Reporting –

The Provider must be able to transmit data files electronically with information found on the Maryland State Family Planning Clinic Visit Record (CVR) along with the results of Pap and STD laboratory tests to Ahlers & Associates of Waco, Texas using established file layout, field definitions and format. If the State's data requirements should change, the Provider will be responsible for any program modifications necessitated by the change.

The Department is aware that the Provider is working with DHMH to meet the State's requirements for all electronic data submission, therefore it is agreed that the Provider will provide the required electronic submission of data as soon as DHMH provides assistance to them to achieve a mutually acceptable resolution to this requirement.

- Continuous Quality Improvement

c). The Contractor must:

- 1). Provide a fully equipped clinic within the town limits of Easton, MD,
- 2). Provide convenient hours and days to accommodate client needs, and
- 3). Notify TCHD of any changes in days and/or hours of operation.

d). The Contractor must provide Family Planning Services as determined necessary by the clinicians and agreed upon by the client.

e). All clients requesting an appointment under this contract, must be given an initial appointment within two (2) weeks of requesting the appointment.

f). Initial eligibility criteria for services provided under this contract include:

- 1). The client has a family income no greater than 250% of the Federal Poverty Level; and
 - 2). The client is an uninsured woman of childbearing years. (Uninsured clients are not members of any health plan and are ineligible for any Federal or State health care coverage for family planning services.)
- g). The types of services to be covered include, but are not limited to the following:
- 1). Annual examination, including pelvic exams, Pap test, breast examination, instruction in self-breast examination, prescribing birth control methods and other routine laboratory work including sexually transmitted disease screening; must also be able to do HPV/Hybrid Capture as Reflex Test for women over thirty (30) in accordance with guidelines.
 - 2). Other related basic comprehensive care as needed, such as: follow-up Pap tests, breast exams, pregnancy tests, pill check, etc.
 - 3). Family Planning counseling and a wide variety of birth control methods, such as Depo- Provera, Ortho Evra, IUD Insertion, diaphragm and diaphragm fitting, vaginal foam, condoms, rhythm method, and consider using new methods as approved and available.
 - 4). The Contractor must offer to provide the client with condoms regardless of birth control prescribed.
- h). The Contractor must provide reproductive health education opportunities **at least four (4) times per year**. Efforts must be made to attract ethnically diverse groups of individuals. This may be accomplished in a class format, outreach activities or health fairs. Each offering should reach a minimum of 5 – 10 clients.

B.1 Family Planning Services for Target Population

- a). General Clinical Services
 - 1). Target Population - Women at risk for unintended pregnancy, who are at or below 250% of the poverty level.
- b). Adolescent Pregnancy Prevention Services
 - 1). Target Population – Adolescents at risk for unintended pregnancy.

B.2 Quality Assurance (Program Guidelines for Project Grants for Family Planning Services)

- a). The Provider's Medical Director shall be responsible for maintaining quality assurance standards and quality patient care at the clinic site covered by this contract.

- b). The Provider must comply with the State of Maryland Quality Assurance Measures and meet the 2016 DHMH requirements and performance measures for women at risk of unintended pregnancy:
 - 1). The number of unduplicated clients served.
- c). The Provider must permit the DHMH and TCHD staff to conduct on-site quality assurance visits, chart reviews, review of the Provider's clinic policy and procedure manuals, clinic budget expenditures, invoices and other data related to this contract at a mutually agreed upon time.
- d). The Provider must forward the Annual State Title X Quality Assurance Report to TCHD within 45 days of receiving the report.
- e). The Provider must maintain health clinic policy and procedure manuals signed by the Medical Director. The Provider must assure that all clinic providers have reviewed and adhere to all policies.
- f). The Provider must maintain a file for each clinical provider, which includes the following information:
 - 1). His/her resume,
 - 2). Medical license and certification,
 - 3). License to prescribe medications,
 - 4). Appropriate physician/physician assistant, or physician/nurse practitioner or physician/nurse midwife agreements,
 - 5). Signed confidentiality statement,
 - 6). Proof of appropriate immunizations, and
 - 7). Each employee file must contain an acknowledgement form, acknowledging that he or she is aware of the program requirements pertaining to Voluntary Participation.
- g). The Provider must maintain a record of continuing education for each employee engaged in providing family planning services.
- h). The Provider must provide DHMH and/or TCHD access to the clinical providers documentations upon request.
- i). The Provider must maintain client records that are legible, appropriately documented and completed in a timely manner. Client's charts and other medical information must be kept secure and confidential.
- j). The Provider must assure that outside clinical laboratory procedures are performed by a licensed and accredited facility.
- k). The Provider must comply with and require its staff to be familiar with and comply with generally accepted health clinic safety policies, including The Americans With Disabilities Act (ADA);

Occupational Safety and Health Administration (OSHA) and Maryland Occupational Safety and Health Administration (MOSHA) regulations.

- l). The Provider must display a generally accepted Medical Patient Bill of Rights.
- m). The Provider must maintain general records, logs and annual documentation in the areas of emergency preparedness and a daily refrigerator log for medications.
- n). The Provider must protect client confidentiality with policies consistent with the law and acceptable practice.

B.3 Outcomes and Performance Measures

- a). To assure progress in achieving the program goals and to assure access to family planning services for indigent women of childbearing age, the Provider will maintain statistics to measure the progress in reaching these program outcome and quality assurance measures:
 - 1). Program Outcomes – The number of women of childbearing age receiving family planning services.
 - 2.) Service Quality Measure –
 - a). The summary of the Family Planning Report Card Survey, which shall be conducted annually.
- b). As part of measuring the goal attainment, the Provider must submit quarterly statistics via mail to Tracey Leeson, RN, Program Manager, TCHD, 100 South Hanson Street, Easton, MD 21601, or electronically to Tracey.Leeson@maryland.gov by the **15th of the month** following the end of each quarter, i.e., October 15, January 15, April 15 and July 15. These statistics should include:
 - 1). The number of new clients receiving services during the quarter,
 - 2). The total number of visits for new and ongoing clients that quarter,
 - 3). The total of all new and ongoing clients that quarter,
 - 4). Total number of all new and ongoing clients during the current contract fiscal year,
 - 5). The number of each contraceptive method dispensed to clients,
 - 6). The age and ethnic demographics of the unduplicated count of all patients,
 - 7). The number of clients under 18 years old, and
 - 8). The number and type of outreach and community education programs
- c). Performance measures may change annually as required by DHMH Center for Maternal and Child Health.
 - 1). For FY 2017, the performance measure are yet to be determined. For FY 2016, the performance measures are: 1172 unduplicated clients will be served, the number of visits 1909, and LARC 82.
 - 2). For subsequent years of this contract, the performance measure will be established at the beginning of each fiscal year and mutually agreed upon by the Provider and the Department

- d). The Provider must conduct an annual client satisfaction survey, using a survey tool which meets DHMH requirements, and submit the survey results to TCHD by **June 30** of each fiscal year.
- e). Requirements for the delivery of service may change and may need to be negotiated annually prior to contract renewal.

B.4 Financial Management

- a). The Contractor is responsible for the implementation of policies and procedures for charging, billing and collecting fees for the services provided by the Contractor. The policies and procedures must comply with the Title X requirements.
- b). Clients must not be denied services or be subjected to any variation in the quality of service because of the inability to pay. Billing and collection procedures must address:
 - 1). Charges must be based on the cost of services provided by the Contractor. At the time of services, clients who are responsible for pay any fee for their services must be given bills directly. In cases where a third party is responsible, bills must be submitted to that party.

NOTE: Exception – Confidential clients may have insurance and may be greater than 250% of the federal poverty level, but are eligible for services under this contract. Third Party Payers **may not** be billed, **except** for MCO's or the State Medical Assistance Programs. A confidential client shall be assessed for their ability to pay based on the DHMH Sliding Fee Scale.

A confidential client is defined as an individual, regardless of age, who states that they do not want any other party, including members of their household, to have knowledge of the FP visits.

- 2). A sliding fee schedule must be developed and implemented that complies with Title X and is approved by DHMH. It must provide sufficient proportional increments so that inability to pay is never a barrier to service. A schedule of discounts is required for individuals with family incomes between 101% and 250% of the Federal poverty level. Fees must be waived for individuals with incomes above this amount, who are unable for good cause, to pay for family planning services.

- 3). Clients whose discounted income is at or below 100% of the Federal poverty level must not be charged, although the Contractor must bill all third parties authorized or legally obligated to pay for services.
 - 4). Individual eligibility for a sliding fee must be documented in the client's financial record.
 - 5). Bills to clients must show total charges less any allowable discounts.
 - 6). Eligibility for discounts for minors who receive confidential services must be based on the income of the minor. If the client indicates she cannot pay or has insurance which does not protect confidentiality, there will be no charge.
 - 7). This item is predicated upon TCHD supplying Emergency Contraception to the Provider in a quantity that meets or exceeds the number of EC Visits. Regardless of client income level, clients who have a visit solely for the purpose of getting Emergency Contraception shall receive the visit service and one package of Emergency Contraception at no charge. This is the only instance where the fee schedule developed by the Provider and approved annually by DHMH – and referenced in items 2 and 3 above – is superseded. This item does not apply to Emergency Contraception sold over-the-counter without a visit.
- c). The Contractor will re-evaluate all client income at least annually.

B.5 Compensation

- a). TCHD will provide the Contractor the annual DHMH Grant Funding to administer the family planning program, minus 7-10%, which will be retained by TCHD for program oversight. If Grant Funding should be cut, increased or eliminated, the amount provided to the Contractor is subject to change.
- b). The payments will be made in quarterly installments, upon receipt of a properly prepared invoice from the Contractor.
- c). TCHD will provide the full monetary amount of the DHMH FP Supply Grant to the Provider. To access these funds, the Provider shall invoice TCHD on a quarterly basis for ¼ of the total DHMH FP supply budget (regardless of what was spent in a quarter). The Provider shall be responsible for buying all FP supplies, to include contraceptives and infection treatment medications. The Provider shall maintain receipts on file for the expenditure on FP supplies for audit purposes. These records are proprietary information of PPM and if accessed by TCHD representatives, the terms or results of

any PPM group purchasing contracts or pricing shall not be disclosed to any other individual(s).

- d). No compensation will be paid to the Contractor for any medical service not covered under this contract.

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PART II

ORGANIZATION OF PROPOSAL

1.0 GENERAL FORMAT

1.1 Submission

- A. Offerors shall submit **two (2) original** copies of the technical proposal in a sealed envelope.
- B. The envelope shall be labeled with the following:
 - 1). The offerors name and business address,
 - 2). The due date/time of proposals, and
 - 3). The title of the RFP.
- C. All pages in the technical proposals must be numbered, either consecutively from beginning to end, or consecutively by section.

1.2 Transmittal Letter

Technical proposals are to be accompanied by a brief transmittal letter prepared on the offerors' letterhead, and signed by an individual who is authorized to commit the offeror to the services and requirements as stated in the RFP and proposals. This transmittal letter shall include:

- A. The name, title, address, telephone number and e-mail address of the person authorized to bind the offeror to the contract, who will receive the official notices concerning this RFP; and,
- B. The Offerors' Federal Tax Identification Number or Social Security Number, DUNS Number, and NPI.
- C. Acknowledgment of the receipt of any amendments/addenda to the RFP.

2.0 TECHNICAL PROPOSAL

2.1 Proposals shall be clear and precise and shall affirmatively address all points as outlined Part I, Section 4.0. All offerors shall present their technical proposals in the following manner:

A. Statement of the Problem

The offeror shall clearly demonstrate an understanding of the objectives and goals of the Department as well as an understanding of the scope of work, which is the subject of this solicitation. This section shall include an analysis of the effort and the resources, which will be needed to realize the Department's objectives.

B. Proposed Work Plan

The offeror shall give a definitive description of the proposed plan to meet the requirements of the RFP. It shall include specific methodology and techniques to be used by the offeror in providing the required services as outlined in the "Services to Be Performed" section of the RFP. The description should include an outline of the overall management concepts employed by the offeror and a project management plan, including project control mechanisms.

C. Corporate Qualifications

The offeror shall describe the overall capabilities of the organization to meet the requirements of the RFP. Licensure and certification compliance should be addressed and proof of each should be included as an appendix. Include descriptions of selected engagements for other clients involving services similar or equal to those requested in this RFP that have been successfully performed, as well as the process used to insure that all deliverables were met or exceeded the needs of the customer. Further, the proposal should include a minimum of three references from firms, organizations, a point of contact, and telephone number. The RFP should state that the evaluators retain the right to contact these or any other references of their choosing as part of the evaluation and selection process, or not to contact some or all references as deemed appropriate.

If the offeror is a subsidiary of a larger company or otherwise related to other companies, an organizational chart should be included which displays the relationship of the offeror to the parent and other subsidiaries. Any apparent or potential conflicts of interest must be addressed.

The offeror must include in their proposal a commonly accepted method to prove its fiscal integrity. Some acceptable methods include, but are not limited to one or more of the following:

- a. Dunn and Bradstreet Rating,
- b. Standard and Poor's Rating,
- c. Recently audited (or best available) financial statements,
- d. Line(s) of Credit,
- e. Evidence of a successful financial track record, and
- f. Evidence of adequate Working Capital.

The offeror must include a Legal Action Summary in their technical proposal. This summary must include:

- a. A statement as to whether there are any outstanding legal actions or potential claims against the offeror and a brief description of any such action.
- b. A brief description of any settled or closed legal actions or claims against the offeror over the past five (5) years.

- c. A description of any judgments against the offeror within the past five (5) years, including the case name, number, court and what the final ruling or determination was from the court.
- d. In instances where litigation is ongoing and the offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.
- e. Describe how the offeror is configured managerially, financially and individually so as to afford the assurance that it can execute a contract successfully.

Subcontractors, if any, shall be identified and a complete description of their role relative to this proposal must be included in the proposal.

D. Experience and Qualifications of Proposed Staff

The offeror shall describe in detail how the proposed staff's experience and qualifications relate to the specific responsibilities as detailed in the work plan. Include individual resumes of the key personnel who are to be assigned to the project if the offeror is awarded the contract. Each resume shall include the amount of experience the individual has had relative to the work called for in this solicitation. Letters of intended commitment to work on the project should be included in this section.

Provide an Organizational Chart outlining personnel and their related duties to include job titles.

Individual licenses and certificates should be provided in this section of the proposal.

2.2 Summary of items to be completed and submitted with the Technical Proposal

- 1). Bid/Proposal Affidavit
State procurement regulations require that each proposal submitted by an offeror include a Bid/Proposal Affidavit. A copy of this Affidavit is included as Appendix C of Part VI of this RFP.
- 2). Reference
- 3). Organizational Chart
- 4). Proof of License or Certification of Organizations and Staff
- 5). Fiscal Integrity Documentation
- 6). Legal Action Summary
- 7). Confidentiality Statement with justification (Identify any section of the proposal that is considered "trade secrets" and/or confidential or proprietary information. For a detailed explanation of this requirement, see Part IV, Section 1.4 Confidentiality of Proposals.)

- 8). The offerors experience and on-going ability in complying with Title X Funding Requirements.
- 9). The offerors ability to demonstrate a sliding fee scale to zero (0) for family planning services provided under this contract.
- 10). The offerors plan to comply with data submission utilizing Ahlers Software or a comparable system, which is capable of formatting data as required.
- 11). A plan for assuring written policies and procedures are in place, reviewed regularly by staff and signed off by staff.
- 12). A plan for assuring non-English speaking clientele have access to qualified interpreter services.
- 13). A plan for quarterly assurance protocol as required by Family Planning Administrative Guidelines.
- 14). The offerors days and hours of service delivery.
- 15). The offeror must confirm their willingness and ability to perform Wet Preps on all female clients.

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PART III

EVALUATION AND SELECTION PROCEDURE

1.0 Evaluation Committee

A committee will conduct the evaluation of proposals. Proposals will be reviewed as a preliminary matter by the Procurement Officer to determine if they meet any of the minimum requirements set forth in the Key Information Summary and Part I Section 1.0. Proposals that do not meet the minimum requirements, or are otherwise found not reasonably susceptible for award will not be considered further. During the evaluation process, the committee may request technical assistance from any source. Technical proposals will be evaluated in accordance with the criteria listed in Part III, Section 1.0 Below.

1.1 The evaluation criteria set forth below:

1. Agency ability to meet mandatory requirements
 - a). Demonstration of commitment to quality assurance
 - b). Overall capability to meet requirements of the RFP
 - c). Capacity for data collections and report submission
 - d). Demonstration of sliding fee scale to zero
2. Staff qualifications/credentials
 - a). Experience in STD/FP Services
 - b). Experience in Title X Compliance
 - c). Plan for continuing education for staff
3. Internal structure for:
 - a). Policies and procedure
 - b). Record keeping and documentation
 - c). Plan for service delivery to non-English speaking clients
4. Office/service location
5. Documentation of Fiscal Integrity
6. Provision of in-house laboratory services

1.2 Evaluation Process

The Procurement Officer will first determine if all minimum requirements as specified in the RFP have been met. Any offeror who does not meet minimum requirements will be declared "not responsible." The Committee will then evaluate each technical proposal using the evaluation criteria set forth above. As part of this evaluation, the Committee may hold discussions with all qualified or potentially qualified offerors (see Section 1.3 below). Only those offerors whose technical proposals are ultimately deemed reasonably susceptible of being

selected for award and who are determined “responsible” will be considered “qualified offerors.” Accordingly, if the committee, with the concurrence of the Procurement Officer, determines at any time that an offeror is not reasonably susceptible of being selected for award, or the Procurement Officer determines an offeror not to be responsible, the offeror will be notified.

The committee will recommend the offeror whose overall proposal provides the most advantageous offer to the State considering the evaluation criteria set forth in the RFP.

As permitted by COMAR 21.05.03.03A(6), the Procurement Officer and agency head may accept or decline any or all recommendations from the committee. Nevertheless, in each case, the criteria set forth in Part III; Section 1.1 will govern the decision.

1.3 Discussions

The Evaluation Committee may enter into discussions with qualified or potentially qualified offerors as set forth in COMAR 21.05.03.03.C. Discussions however need not occur (See COMAR 21.05.03.02.A (4)). Offerors may be asked to participate in face-to-face discussions with the committee or other State representatives concerning their proposal. Discussions may also be conducted via teleconference or may take the form of questions to be answered by the offerors conducted by mail, E-mail or facsimile transmission at the discretion of the Department.

1.4 Best and Final Offers

When it is deemed in the best interest of the State, the Procurement Officer may permit qualified offerors to revise the proposal by submitting a Best and Final Offer (BAFO). The Procurement Officer shall notify each qualified offeror of the scope of the requested BAFO, and shall establish a date and time for the offerors submission. The Procurement Officer may require more than one series of discussions and BAFOs for the proposal if the agency head or designee makes a determination that it is in the State’s best interest to conduct additional discussions or change the Department’s requirements and require another submission of a BAFO. If more than one BAFO is requested, an offeror’s immediate previous offer shall be construed as its best and final offer unless the offeror submits a timely notice of withdrawal or another BAFO. The Procurement Officer may consult with and seek the recommendation of the Evaluation Committee during the best and final offer process.

1.5 Debriefing of Unsuccessful Offerors

Unsuccessful offerors shall be debriefed upon their written request to the Procurement Officer. The Department shall honor requests for debriefing at the earliest permissible time.

1.6 Protests

The State of Maryland provides formal procedures for any offeror to protest the award or the proposed award of a contract. All protests must be filed in accordance with Md. Code Ann., St. Fin. & Proc. §15-215 through §15-223 and with COMAR 21.10.02.

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PART IV

GENERAL INFORMATION AND INSTRUCTIONS

1.0 PROPOSAL INFORMATION

1.1 Pre-proposal Conference (See Key Information Summary Sheet for location, time, etc.)

No pre-proposal conference is scheduled.

1.2 Questions and Inquiries

Questions may be submitted in writing to the Issuing Office Point of Contact in advance of the pre-proposal conference. As practical and appropriate, the answers to these pre-submitted questions will be provided at the pre-proposal conference. Additionally, questions, both oral and written, will be accepted from the prospective offerors attending the pre-proposal conference and will be answered at this conference or in a subsequent transmittal.

Subsequent to the pre-proposal conference, the Department will accept written questions until there is insufficient time for a response to impact on a proposal submission. Questions that have not been previously answered and that are deemed to be substantive in nature will be answered only in writing, with both the question(s) and answer(s) being distributed to all persons known to have obtained the RFP.

Should a potential offeror identify alleged ambiguities in the specifications or contract provisions provided in this RFP, or should there be doubt as to the meaning or intent of any section or subsection herein, the potential offeror must request clarification from the Procurement Officer prior to the proposal due date. Failure to do so may prevent consideration of a future protest. (See COMAR 21.10.02.03).

1.3 RFP Revisions

If it becomes necessary to revise any part of this RFP, addenda will be provided to all persons known to have received the RFP. Acknowledgment of receipt of all amendments, addenda and changes issued shall be required from all persons receiving the RFP. Failure to acknowledge receipt of addenda will not excuse any failure to comply with the contents of the addenda.

1.4 Confidentiality of Proposals

The copy marked "PIA" of any proposal submitted in response to this RFP must identify all parts of the technical proposal that the offeror deems to contain trade secrets or information of a confidential and/or proprietary nature. (See Part II, Section 1.1,A). This copy must also include a statement by the offeror regarding

the rationale for the parts so identified. Compliance with this requirement is set forth in Part IV, Section 2.14, #2. Note that a blanket statement by an offeror that its entire proposal is confidential or proprietary is unacceptable.

1.5 Duration of Offer

A proposal submitted in response to this solicitation is binding upon the offeror and is considered irrevocable for a minimum of 120 days following the closing date for receipt of initial proposals or the closing date for or receipt of a best and final offer, if any. This period may be extended by written mutual agreement between the offeror and the Department.

1.6 Modifications or Withdrawals

Proposals may be modified or withdrawn by written notice to TCHD prior to the closing date/deadline for receiving proposals. A facsimile transmission or telegram is also acceptable for this purpose; however offerors are advised to document the exact date/time of transmission. A printed fax confirmation sheet is sufficient or, in the case of a telegram, a written confirmation from the telegraph office showing the date/time that the original message was received from the offeror at the telegraph office.

1.7 Late Actions

A proposal, request to withdraw a proposal or modification to a proposal is late, if TCHD does not receive it by the closing date and time at the place designated for receipt of proposals (See Key Information Summary Sheet). A late proposal, late request for withdrawal, or late modification will not be considered, except under the following circumstances:

- A. When a late proposal is received before contract award and the proposal, modification or withdrawal would have been timely but for the action or inaction of State personnel directing the procurement activity or by the action or inaction of their employees.
- B. A late modification of a successful proposal, which makes its terms more favorable to the State, shall be considered at any time it is received and may be accepted at the sole discretion of the Department. (See COMAR 21.05.02.10)

1.8 Rights of Procurement Officer

The Procurement Officer reserves the right to cancel this RFP, in whole or in part, to reject any or all proposals, to waive minor irregularities in proposals, and/or allow the offeror to correct a minor irregularity if the best interest of the State will be served by so doing. Additionally, the Procurement Officer, at his/her discretion, may negotiate with all qualified (or potentially qualified) offerors in an effort to serve the best interest of the State of Maryland.

1.9 Incurred Expenses

The State of Maryland is not responsible for any expenses incurred by the offeror in preparing and submitting a proposal in response to this RFP.

1.10 Corporate Registration/Verification of Tax Payment

All corporations doing business in Maryland are required by law to be registered with the State of Maryland's Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation. Corporations that are not incorporated within the State of Maryland are required to have a resident agent. The resident agent must be either an individual (not the corporation itself) with an address within the boundaries of Maryland or a corporation that represents other corporations as a resident agent. Further, both corporations and individuals must verify that they carry no tax liability by contacting the Comptroller's Office.

The successful offeror shall be responsible for ensuring that all subcontractors meet these requirements, and further, that the contractor and all subcontractors shall meet these requirements for the duration of the contract, including option years.

Any potential offeror who has questions concerning this requirement is advised to contact the Department of Assessments and Taxation at 410-767-1330. It is strongly recommended that potential offerors and subcontractors be completely registered prior to the due date for receipt of proposals. Failure to register may result in an offeror's proposal being deemed unacceptable.

1.11 Delivery/Handling of Proposals

Offerors may either mail or hand-deliver proposals. Hand-delivery includes delivery by commercial carrier. For any type of direct (non-mail) delivery, offerors are advised to secure a dated, signed and time-stamped (or otherwise indicated) receipt of delivery. (See Part VI, Appendix B, "Standard Addendum for the Means of Delivering Bids and Proposals.")

Proposals will not be opened publicly, but will be opened in the presence of at least two State employees. After the established due date, a Register of Proposals will be prepared to identify each offeror. The register of proposals will be open to inspection only after the Procurement Officer makes a determination recommending the award of the contract.

Proposals and modifications will be shown only to State employees, members of the Evaluation Committee, or other persons deemed by the Department to have a legitimate interest in them.

2.0 CONTRACT INFORMATION

2.1 Duration of Contract

The contract resulting from this RFP shall be for a period as stated on the Key Information Summary Sheet. All options shall be exercised at the sole discretion

of the Department. The requirements for delivery of service may change and need to be negotiated annually prior to the renewal option being exercised.

If the contract does not commence on the date stated, the contract shall be effective from the actual commencement date through **June 30, 2017**.

At the sole discretion of the Department, any contract awarded as a result of this RFP may be extended for **six months** in order to maintain continuity of care or to assure the continued delivery of essential services pending award of a subsequent contract. In the event of an extension:

- 1). All terms and conditions of the contract in force prior to the extension shall continue in force in the extended contract, and
- 2). Compensation to the vendor shall be prorated, based on the most recent payment figure.

2.2 Invoicing/Payment

A. Invoicing

- 1). The contractor shall bill the Department quarterly for DHMH Grant Funding for Family Planning Services, **no later than the 15th day of July, October, January and April.**
- 2). The contractor shall submit the invoice to Account Payables, 100 South Hanson Street, Easton, MD 21601.
- 3). All invoices must at a minimum be signed and dated in addition to including:
 - a). The contractors name and mailing address,
 - b). The contractors Federal Identification Number or Social Security Number,
 - c). The time period covered by the invoice, and
 - d). The amount of requested payment.
- 4). The Contractor shall bill the Department at the rate of **\$45** per visit for STD Clinical Services for fiscal year 2017. Subsequent visit rates will be determined annually prior to July 1st of each year.
- 5). The Contractor shall not bill the Department for any client not referred by the agency or for any services outside the scope of this agreement.
- 6). The Contractor must have a Department referral form in order to bill under this contract.
- 7). No client or third party payer shall be billed for STD services provided under this contract.

B. Payment

Electronic Funds Transfer (EFT) is available. If the Contractor prefers payment via electronic funds transfer rather than via check, register using form COT/GAD X-10 Vendor Electron Funds (EFT) Registration Request Form (Appendix E).

The Department reserves the right to reduce or withhold contract payment in the event the contractor does not provide the Department with all required deliverables within the time frame specified in the contract or in the event that the contractor otherwise materially breaches the terms and conditions of the contract until such time as the contractor brings itself into full compliance with the contract.

Any action on the part of the Department, or dispute of action by the contractor, shall be in accordance with the provisions of Md. Code Ann. St. Fin. & Pro. §15-215 through §15-223 and with COMAR 21.10.02.

- C. Funding for any contract resulting from this RFP is dependent upon appropriations from the Maryland General Assembly.

2.3 Subcontracting

With prior written approval by the Department, the successful offeror may subcontract certain elements of a contract awarded as a result of this RFP. Notwithstanding any subcontracting arrangement, the successful offeror shall be held fully responsible to TCHD for the proper accomplishment of all elements of the contract. TCHD reserves the right to reject or refuse the subcontracting of any service.

All subcontractors must be identified in the offeror's proposal, including a description of the subcontractor's role in the performance of the contract.

Subcontractor's must meet the same mandatory requirements as the primary contractor, and will have to comply with the provisions of this RFP concerning staff qualifications and experience for the specific levels of services required for this contract.

2.4 Contract Document

Part V of this RFP will serve as the contract between the Department and the successful offeror for the services detailed in Part I of this RFP. All requirements, conditions and stipulations contained therein shall prevail once all mandated approvals have been received and the Department and the successful vendor execute the contract.

2.5 Contract Affidavit

All offerors are advised that, if a contract is awarded as a result of this RFP, the successful offeror will be required to complete a Contract Affidavit as set forth in

Appendix D. The Contract Affidavit must be submitted within ten (10) business days of being notified of being recommended for award.

2.6 Insurance Requirements

Prior to commencing work on this contract, the Contractor shall provide the Department with a Certificate of Insurance for itself and any subcontractor under the agreement covering claims arising from the operations provided under the contract. These insurance coverages shall include the following, as well as any insurance as necessary and required by the U.S. Longshoreman's and Harbor Worker' Compensation Act, the Federal Employers' Liability Act, and any other applicable statute:

1). Commercial General Liability

A minimum limit of liability of one million dollars (\$1,000,000.00), combined single limit, for bodily injury and property damage coverage per occurrence including the following coverage:

- a). Contractual Liability
- b). Premises and Operations
- c). Independent Contractors
- d). Products and Completed Operations

2). Professional Liability

Professional liability insurance covering errors and omissions and negligent acts committed during the period of contractual relationship with the TCHD with a limit of at least one million dollars (\$1,000,000.00) per claim and a maximum deductible of \$25,000.00. The Contractor agrees to provide a one-year discovery period under this policy.

3). Worker's Compensation/Employers' Liability

Meeting all statutory requirements of the State of Maryland Law and with the minimum Employers' Liability limit:

- a). Bodily Injury by Accident -- \$100,000 each accident
- b). Bodily Injury by Disease --- \$500,000 policy limits
- c). Bodily Injury by Disease ---- \$100,000 each employee

All insurance shall be in a type acceptable to the State of Maryland. Any self-insurance program must be documented, including any necessary regulatory approval.

The Contractor will name **Talbot County Health Department** as an Additional Named Insured on all liability policies (Worker's Compensation excepted) and provide certificates of insurance evidencing the coverage prior to the commencement of any activities.

2.7 Amendments

Any amendment to this contract must first be agreed to in writing by both parties and approved by the Procurement Officer or other authorized officer of the Department, subject to any additional approvals as may be required by law. No amendment to this contract shall be binding unless so approved.

2.8 Substitution of Personnel

All personnel described in the contractor's proposal, or identified at the initiation of the contract, shall perform continuously for the duration of the contract, and for so long as performance is satisfactory to the Department's Contract Monitor. The Contract Monitor will give written notice of performance issues to the contractor, clearly describing the problem and delineating remediation requirement(s). The contractor shall respond with a written remediation plan within three business days and implement the plan immediately upon written acceptance of the Contract Monitor. If performance issues persist, the Department's Contract Monitor may give written notice or request the immediate removal of person(s) whose performance is at issue, to include the Medical Director, and determine whether a substitution is required.

The contractor may not substitute personnel, other than by reason of an individual's death, sudden illness or termination from employment, without the prior written approval of the Contract Monitor. To replace any personnel specified in the contractor's proposal, the contractor shall submit the resumes of the proposed substitute personnel to the Contract Monitor for approval at least two weeks prior to the effective date of substitution. All proposed substitute personnel shall have qualifications at least equal to those of the replaced personnel, and shall be approved by the Contract Monitor.

2.9 Federal Department of Health and Human Services (DHHS) Exclusion Requirement

The Contractor agrees that it will comply with federal provisions (pursuant to §§1128 and 1156 of the Social Security Act and 42 CFR 1001) that prohibit payments under certain federal health care programs to any individual or entity that is on the List of Excluded Individuals/Entities maintained by DHHS. By executing this contract, the Contractor affirmatively declares that neither it nor any employee is, to the best of its knowledge, subject to exclusion. The Contractor agrees further, during the term of this contract, to check the List of Excluded Individuals/Entities prior to hiring or assigning individuals to work on this contract, and to notify OOE immediately of any identification of the contractor or an individual employee as excluded, and of any DHHS action or proposed action to exclude the contractor or any contractor employee.

2.10 Compliance with Federal HIPAA and State Confidentiality Law

- A. The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d et seq. and implementing regulations including 45 CFR Parts 160 and 164. The Contractor also agrees to comply with the Maryland

Confidentiality of Medical Records Act (Md. Code Ann. Health-General §§4-301 et seq., MCMRA). This obligation includes:

1. As necessary, adhering to the privacy and security requirements for protected health information and medical records under federal HIPAA and State MCMRA and making the transmission of all electronic information compatible with the federal HIPAA requirements;
 2. Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgment of these obligations from employees to be involved in the contract; and
 3. Otherwise providing good information management practices regarding all health information and medical records.
- B. Based on the determination by the Department that the functions to be performed in accordance with the Services to Be Performed set forth in Part 1 constitute business associate functions as defined in HIPAA, the selected offeror shall execute a business associate agreement as required by HIPAA regulations at 45 CFR §164.501 and set forth in Appendix A. The fully executed business associate agreement must be submitted within 10 working days after notification of selection, or within 10 days after award, whichever is earlier. Upon expiration of the ten-day submission period, if the Department determines that the selected offeror has not provided the HIPAA agreement required by this solicitation, the Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the next qualified offeror.
- C. Protected Health Information as defined in HIPAA regulations at 45 CFR 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its roles as employer.

2.11 Limited English Proficiency

The Contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Gov't Article, §§10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and DHMH Policy 02.06.07.

2.12 Standard Contract Clauses

All vendors should thoroughly review the following mandatory contract issues. Upon contract award, the successful offeror will be required to fully abide by these provisions in addition to the actual delivery of services as detailed in Part I of this RFP.

Both Parties agree that the following standard contract provisions are hereby incorporated into and made an integral part of this RFP and resulting contract, if any.

1. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Articles of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive an aggregate of \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

2. Public Information Act Notice

Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why the identified materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. The justification in support of non-disclosure must accompany the PIA copy of the proposal. Upon request for information from a third party, the Procurement Officer is required to make an independent determination as to whether the information may or may not be disclosed. A blanket statement by an offeror that its entire proposal is confidential or proprietary is unacceptable.

3. Approvals

This contract may be subject to the approval of the Talbot County Government, Department of Health and Mental Hygiene, Office of the Attorney General and the Maryland Department of Budget and Management.

4. Multi-Year Contract

If the General Assembly fails to appropriate funds, or if funds are not otherwise made available for continued performance of the contract for any fiscal period of the contract succeeding the first fiscal year, the contract shall be automatically cancelled as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available;

provided however, that this will not affect either the Department's rights or the Contractor's rights under any other termination clause in the contract. The effect of termination of the contract hereunder will be to discharge both the Contractor and the Department from future performance of the contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred, but not amortized in the price of the Contract. The Department shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

5. Modification of Contract – General

This contract may be modified as the Department and the Contractor mutually agree in writing (subject to any necessary approvals). No amendment may change significantly the scope of the original solicitation. An amendment to this contract does not alter the other terms of the contract, except to the extent necessary to make them consistent with the amendment. This contract may not be amended to provide salary and wage increases for the Contractor's employees with the intention of making these increases consistent with salary and wage increases given to employees of the State except as provided in Title 10, Section 10-905 of the Health-General Article, Annotated Code of Maryland.

6. Non-Hiring of State Employees

No official or employee of the State of Maryland, as defined under State Government Article, §15-102, Annotated Code of Maryland, whose duties as an official or employee include matters relating to or affecting the subject matter of this contract, shall during the pendency and term of this contract and while serving as an official or employee of the State become or be an employee of the contractor or any entity that is a subcontractor of this contract.

7. Conflict of Interest Law

It is unlawful for any State officer, employee, or agent to participate in his official capacity through decision, approval or disapproval, recommendation, advice or investigation in any contract or other matter in which he, his spouse, parent, minor child, brother, or sister has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee or agent has previously complied with the provisions of the Maryland Code Annotated, State Gov't. Article, §15-501 et seq.

8. Disputes

This contract shall be subject to the provisions of the Annotated Code of Maryland, State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10. In accordance with the requirement of COMAR 21.10.04.02, the Contractor must file a written notice of a claim with the Procurement Officer within thirty days after the basis for the claim is known or should have been known, whichever is earlier, but no later than the date final payment is made under the contract. Pending a resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the Procurement Officer's decisions.

9. Maryland Law Prevails

The Provisions of this contract shall be governed by the laws of the State of Maryland.

10. Non-Discrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a) above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

11. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation or other entity, other than a bona fide employee or agent working for the contractor to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of this agreement.

12. Termination for Default

The rights and remedies of the Department under the contract are cumulative. The enforcement of any right or election of any remedy by the Department provided by the contract for any breach of the contract will not preclude the Department from enforcing other rights and availing itself of other remedies available under the contract for the same breach or any other breach of the contract.

If the Contractor fails to properly perform its obligations under the contract, the Department may correct any deficiencies at the contractor's expense.

If the Contractor fails to fulfill its obligations under this contract properly and on time, or otherwise violates any provision of the contract, the

Department may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the Department's option, become the State's property. The Department shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the Department can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

13. Termination for Convenience

The Department may terminate the performance of work under this contract in accordance with this clause, in whole, or from time to time in part, whenever the Department shall determine that the termination is in the best interest of the State. The Department will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor shall not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Termination, hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

14. Tax Exemptions

The State is generally exempt from Federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. Exemption certificates shall be completed upon request.

15. Arrearages

By submitting a response to this solicitation, a vendor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take any action as, from time to time hereafter, may be necessary to remain so qualified; and
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become in arrears during the term of this contract if selected for contract award.

16. Non-Assignment

The Contractor may not, during the term of this contract or any renewals or extensions of the contract, assign or subcontract all or any part of the contract without the prior written consent of the Procurement Officer. However the Contractor may assign monies receivable under a contract after due notice to the Department's Contract Monitor.

17. Documents Retention and Inspection Clause – Other Than Residential Health Care Facilities Contracts

The Contractor and subcontractors shall retain and maintain all records and documents relating to this contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times.

18. Indemnity (Hold Harmless) Clause

A. Definitions

For the purpose of this clause only, the following terms have the meanings indicated:

- (1) "Contractor" means the Contractor, its officers, employees, agents and representatives.
- (2) "State" means the State, its departments, agencies, officials, officers, and employees.
- (3) "Subcontractor" means any subcontractor of the contractor, its officer, employees, agents and representatives.

B. Indemnification by Contractors

The Contractor shall indemnify and hold the State of Maryland harmless for any cost, expense, loss, liability, fine or penalty of any nature or character whatsoever that the State may incur as a result of a failure of the Contractor or its subcontractor(s), to comply with the terms of this agreement (or any part thereof), negligence of the contractor, injury or death to any person, damage to property, nuisance (public or private) or trespass arising out of or attributable to the performance of work by the contractor or its subcontractor(s), except to the extent caused by the negligent or willful act or omission of the State or its employees, agents, or independent contractors, other than the contractor, or its subcontractor(s).

The Contractor further agrees to indemnify the State for damage, loss or destruction to State property in the Contractor's care, custody, and/or control during the term of this contract due to the action or inaction of the contractor or its subcontractor(s).

C. Liability of the State

State law prohibits the State from incurring, by way of any indemnity agreement, a potentially unlimited liability when no funds have been appropriated to fund the liability, the risk is uninsured and the indemnity agreement is not conditioned upon the future appropriation of funds to satisfy the liability. Notwithstanding any other provisions of the contract documents, the State shall have no liability to the contractor under the circumstances described in this paragraph.

The State has no obligation to provide legal counsel or legal defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person or persons not party to the contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this contract.

The State has no obligation for the payment of any judgments or settlement of any claims made against the Contractor or its subcontractors as a result or relating to the Contractor's obligations under this contract.

D. Notice of Cooperation in Litigation

The Contractor will immediately give notice to the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under this contract, and will cooperate, assist and consult with the State in the defense or investigation of any claim, suit or action made or filed against the State as a result of or relating to the Contractor's obligations under this contract.

19. Payment of State Obligations and Interest

- A. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission or Maryland with respect to regulated public utilities, as applicable, are prohibited.
- B. Section 15-104 et seq. of the State Finance and Procurement Article, Annotated Code of Maryland, provides that the State shall remit payment to the Contractor within forty-five (45) days after receipt of a proper invoice pursuant to any authorized written contract. Except as provided in Section 15-105 of this Article, the State's failure to remit payment within this period may entitle the Contractor to interest at the rate specified in 15-104 of this Article, for the period that begins thirty one (31) days after the receipt date.

This amount, if paid, shall be in lieu of payment of any other late charge(s) by the State.

- C. For purposes of this contract, an amount will not be deemed "due and payable" and interest payments will not be authorized for late payments unless the following conditions have been met:
- 1). The amount invoiced is consistent with the amount agreed upon by the parties to the contract.
 - 2). The goods or services have been received by the State and the quantity received agrees with the quantity ordered.
 - 3). The goods or services meet the qualitative requirements of the contract and have been accepted by the State.
 - 4). The proper invoice has been received by the party or unit of government specified in the contract.
 - 5). The invoice is not in dispute.
 - 6). If the contract provides for progress payments, the proper invoice for the progress payment has been submitted for release of the retainage, has been met.
- D. In order to receive payment of interest, the Contractor must submit a proper invoice for accrued interest within 30 calendar days after the payment date (i.e., the date of the check from the State Treasurer that pays the Contractor for the goods supplied or the service rendered) of the amount on which the interest accrued. Interest may not be claimed (1) if a claim has been filed under Title 15, State Finance and Procurement Article (Procurement Contract Administration and Dispute Resolution) Annotated Code of Maryland, (2) for more than one year following the 31st calendar day after the date that a proper invoice is received by a State agency, or (3) on an amount representing unpaid interest.

20. Inspection of Premises

The Contractor agrees to permit authorized officials of the State to inspect, at reasonable times, its plant, place of business, job site, or any other location that is related to the performance of the contract.

21. Incorporation by Reference

All terms and conditions of this solicitation, and any amendments thereto, are made a part of this contract. In the event of contract award, the contract shall consist of the RFP, including all addenda, exhibits, and attachments, and the entire proposal submitted by the successful offeror except for any portions specifically excluded by contract. This shall

constitute the entire agreement between the contracting parties, superseding all representations, commitments, conditions or agreements that may have been made orally or in writing prior to the execution of the contract.

22. Specifications

All materials, equipment, supplies or services shall conform to Federal and State laws and regulations and to the specifications contained in the solicitation.

23. Anti-bribery

Potential contractors and contractors are required to be aware of the Maryland Code Annotated, State Finance and Procurement Article §16-202, that requires that any person convicted of bribery, attempted bribery, or conspiracy to bribe committed in obtaining of a contract from the State or any of its subdivisions, shall be subject to disqualification pursuant to the Annotated Code of Maryland, State Finance and Procurement Article §16-202, from entering into a contract with the State, or any county or other subdivision of the State.

24. Registration

In accordance with the Maryland Code Annotated, Corporations and Associations Article, §7-201 et seq., corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation. The Contractor shall be responsible for ensuring that all subcontractors meet these requirements, and further the contractor and subcontractors meet these requirements for the duration of the contract.

25. EPA Compliance

Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

26. Occupational Safety and Health Act (O.S.H.A.)

All materials, supplies, equipment, or services as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Acts standards.

27. State Contract Prevails

Whenever a Vendor/Contractor's Standard Contract is used with this State's RFP document, including Section V of the RFP as the Contract

document, this RFP document, including Section V of this RFP as the Contract document, shall prevail in the event of conflict between any provision of the two contracts when the State determines it to be in its best interest.

28. Change Orders and Suspension of Work

Both parties agree that pursuant to the Annotated Code of Maryland, State Finance and Procurement Article, §13-218, (1) the State has the unilateral right to order in writing changes in the work within the scope of the contract and (2) the Procurement Officer unilaterally may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for a period of times as the Procurement Officer may determine to be appropriate for the convenience of the State.

29. Pre-Existing Regulations

In accordance with the provisions of the Annotated Code of Maryland, State Finance and Procurement Article, §11-206, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this contract are applicable to this contract.

30. Political Contribution Disclosure

The Contractor shall comply with the Annotated Code of Maryland, Election Law Article, §§14-101 through 14-108, which requires that every person that enters into contracts, leases or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, or an incorporated municipality, or its agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, and on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

31. Compliance with Laws

By submitting a response to this solicitation, a vendor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take any action as, from time to time hereafter, may be necessary to remain so qualified;

- B. It shall comply with all Federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this contract; and
- C. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this contract.

32. Prohibition of Sexual Harassment

The Contractor shall operate under this agreement so that no employee or client is subject to sexual harassment in the workplace or in locations and situations associated with the performance of duties per the terms of this contract. Further, except in subcontracts for standard commercial supplies or raw materials, the Contractor shall include this clause, or a similar clause approved by the Department, in all subcontracts. The Contractor has primary responsibility for enforcement of these provisions and for securing and maintaining the subcontractor's full compliance with both the letter and spirit of this clause.

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Part V

Contract

Upon recommendation for award the offeror will be instructed to complete, sign and date the pages of this section. In doing so, the offeror binds itself to all the provisions, terms, and specifications contained in the contract.

A. PARTIES TO THE CONTRACT

Each party to this agreement represents and warrants to the other that it has the full right, power and authority, to execute this contract. The contractual agreement resulting from this RFP, is by and between _____, hereinafter called the *Contractor* or Vendor, and Talbot County Health Department, a unit of the State of Maryland Department of Health and Mental Hygiene, hereinafter called the *State*, the *Department*, and/or *DHMH*.

IN CONSIDERATION OF the premises and the covenants herein contained, the parties agree as follows:

B. CONTRACT TERM AND PRICE

The official commencement and termination dates of the original contract period and any options, and the total contract price including any options shall be:

Contract Term	Begin	End	Amount	NTE
Base Contract	July 1, 2016	June 30, 2017	To be determined	_____
Option # 1	July 1, 2017	June 30, 2018	To be determined	_____
Option # 2	July 1, 2018	June 30, 2019	To be determined	_____
Option # 3	July 1, 2019	June 30, 2020	To be determined	_____
Option # 4	July 1, 2020	June 30, 2021	To be determined	_____

The FY 2017 award is yet to be determined. TCHD will receive 7-10% as indirect and up to \$2500 for supplies.

The FY 2016 award to the vendor was \$149,618.00

C. INCORPORATION BY REFERENCE

This contract, identified in Section D of this Part V consists of the RFP document Parts I through VI, including all Exhibits, Appendices and Addenda, and the successful offeror's entire final proposal including the technical elements dated May 20, 2016, which are incorporated into this contract by reference.

Note: Incorporation by reference does not necessarily create a public record permissible for disclosure.

In Witness Whereof, the parties hereto set their hands and seals:

Signatory for the **CONTRACTOR**

By: _____
(Signature)

Name (Typed)

Title (Typed)

Date

Signatory for the **DEPARTMENT**

By: _____
Signature

Thomas J. McCarty

Name (Typed)

Deputy Health Officer

Title (Typed)

Date